

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 9																	
2. Amendment/Modification No. 0001		3. Effective Date 2007MAY02		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)																	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-AHPC RICHARD MISNER (586)574-7147 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MISNERR@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6)		Code																	
				SCD PAS ADP PT																			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. W56HZV-07-Q-0712																	
				<input type="checkbox"/>		9B. Dated (See Item 11) 2007APR25																	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.																	
				<input type="checkbox"/>		10B. Dated (See Item 13)																	
Code		Facility Code																					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS																							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.																							
12. Accounting And Appropriation Data (If required)																							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.																							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In																	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).																					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:																					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)																					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.																							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION																							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4">15A. Name And Title Of Signer (Type or print)</td> <td colspan="4">16A. Name And Title Of Contracting Officer (Type or print)</td> </tr> <tr> <td colspan="2">15B. Contractor/Offeror _____ (Signature of person authorized to sign)</td> <td colspan="2">15C. Date Signed</td> <td colspan="2">16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)</td> <td colspan="2">16C. Date Signed</td> </tr> </table>								15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)				15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
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15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed																	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243																	

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION
The purpose of amendment 0001 is to add CLIN 0001AB The First Article Test along with the associated claused. The closing date of 25 May 2007 remains unchanged. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 0001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	<div>SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div>FIRST ARTICLE TEST-NOT SEPARATELY PRICED</div> <div>NOUN: FIRST ARTICLE TEST REPORT</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div> <div>Government Approval/Disapproval Days: 60</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>0013</div> <div>DEL REL CD QUANTITY DAYS AFTER AWARD</div> <div>00110210</div> <div>FOB POINT: Destination</div> <div>SHIP TO:</div> <div>(Y00006) SEE FIRST ARTICLE TEST CLAUSE</div> <div>FOR DISTRIBUTION</div>	1	LO	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

Status	Regulatory Cite	Title	Date
1 CHANGED 52.209-3	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))		SEP/1989

(a) The Contractor shall test 1 unit(s) of Contract Line Item 0001AA as specified in this contract. At least 20 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 210 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to:
The ACO

Marked FIRST ARTICLE TEST REPORT: Contract No. W56HZV-07-C-XXXX; Contract Line Item Number 0001AB
..

Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waive.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

[End of Addendum]

2 CHANGED 52.209-4000	NOTICE REGARDING FIRST ARTICLE TEST SAMPLE	MAR/2000
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Name of Offeror or Contractor:

(TACOM)

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of zero that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of 1 that successfully passes all specified tests, less the destructive tests, if any, SHALL serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

[End of Clause]

3 CHANGED 52.209-4333 INSPECTION AND ACCEPTANCE (FIRST ARTICLE APPROVAL) APR/2006
(TACOM)

In addition to inspection requirements specified in applicable drawings and/or specifications, the following provisions shall apply to this contract:

(1) FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with Drawing 12313420

(2) The First Article Test Report (FATR) shall be compiled by the contractor to the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article Test was successfully completed.

[End of Clause]

4 ADDED (52.209-4004) DELEGATION OF AUTHORITY FOR FIRST ARTICLE APPROVAL FEB/1985
(TACOM)

The Administrative Contracting Officer (ACO) is delegated the authority to approve or disapprove the First Article Test Report submitted in accordance with the clause in Section E of this contract entitled FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (FAR 52.209-3). A copy of the test report and the ACO's letter of approval or disapproval shall be furnished through the Procuring Contracting Officer (PCO) to: Commander, US Army Tank-automotive and Armaments Command, Attn: AMSTA-TR-E, Warren, MI 48397-5000.

[End of Clause]

5 ADDED 52.209-4012 NOTICE REGARDING FIRST ARTICLE APR/2000
(TACOM)

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

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Name of Offeror or Contractor:

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

6 ADDED	252.246-7001	WARRANTY OF DATA	DEC/1991
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CONTRACT CLAUSES

7 ADDED	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
8 ADDED	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
9 ADDED	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
10 ADDED	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
11 ADDED	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

12 ADDED252.227-7028

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT

JUN/1995

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

13 ADDED52.209-4007

PROVISION FOR WAIVER OF REQUIRED FIRST ARTICLE APPROVAL (TACOM)

MAY/2006

(a) The requirement entitled FIRST ARTICLE APPROVAL in Section E of this solicitation may be waived by the Government, provided that the offeror meets the conditions identified below.

(1) Offerors who intend to request a waiver or partial waiver of the First Article Test must provide sufficient information in order for the Government to determine whether the request is to be approved. If the offeror intends to request a waiver, a First Article Waiver Worksheet must be completed and submitted to the Government along with any supporting documentation. The worksheet can be found at <http://contracting.tacom.army.mil/engr/eng.htm> The offerors request will not be considered if the worksheet and any supporting documentation is not submitted to the Government. The worksheet must be completed in its entirety. For those sections of the worksheet which do not apply, annotate with N/A (not applicable). To substantiate or clarify information provided by the offeror, the Government may request additional information

(2) Offerors should not assume that the FAT waiver request will be granted even if the completed worksheet and any supporting information is submitted to the Government.

(3) The worksheet and any additional supporting documentation is part of your quote/offer and must be submitted as part of the response to this solicitation on Company letterhead and signed by an agent of the Company.

(4) The offeror may request a waiver for only a portion of the First Article Test, such as a vibration test or a salt water spray test, or the test on a component or subassembly of the procured item.

(5) The offeror shall list specifically on the worksheet, by technical data package reference, that portion of the test requested to be waived. The references shall include but may not be limited to the following as applicable:

(i) Identification of the specification or standard along with the specific specification or standard paragraph(s)

(ii) Identification of the drawing with specific references to the drawing notes.

(iii) Identification of the Quality Assurance Provision (QAP), or Quality Assurance Requirement (QAR) or Supplemental Quality Assurance Provision (SQAP)with specific references to the specific paragraph.

(6) Supporting documentation.

(i) The request for waiver must be accompanied by documentation in support of the request. The documentation may include information such as the following; (1) Copy of the Administrative Contracting Officers (ACOs) or Procuring Contracting Officers (PCO) letter approving a First Article Test report on a recent contract for the same or similar item. (2) Copy of a First Article Test report for the same or a similar item as that herein solicited. (3) Copy of an ACO or PCO letter approving a prior waiver request. (4) If the waiver request is based on similarity, a copy of the drawing/other appropriate technical requirements of the similar item.

(ii) If a copy of a First Article Test report is submitted in support of a request for waiver under this solicitation, the test report must have been approved and signed by an authorized representative of the Government.

(iii) The FAT report and all supporting documentation should be submitted by electronic media and should accompany the offerors proposal. If the FAT report and supporting documentation cannot be transmitted by electronic media, the offeror shall contact the PCO for further instruction.

(b) Note that if a waiver is granted to the successful offeror, an accelerated delivery schedule will apply. See Section F.

(c) Note: Cost considerations shall apply for approving a waiver or a portion thereof of a First Article Test.

[End of Provision]

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EVALUATION FACTORS FOR AWARD

14 CHANGED 52.209-4006 EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT JUL/2000
(TACOM)

(a) If the offeror submits a request for waiver of First Article Testing but fails to comply with the requirements of the provision entitled PROVISION FOR WAIVER, the requested waiver may not be granted. If the waiver is not granted, more favorable alternative offers of price or delivery, conditioned upon the granting of a waiver, will not be considered in the evaluation process.

(b) DELIVERY EVALUATION FACTORS:

(1) As specified in this solicitation, the Government reserves the right to waive the requirement entitled FIRST ARTICLE APPROVAL, and will require an accelerated delivery schedule if the successful offeror is granted such a waiver. However, in no case will a delivery schedule predicated upon waiver of the First Article Test requirement be considered as an evaluation factor for award, even if such a schedule would be more advantageous to the Government.

(2) If an offeror requests waiver of First Article Testing but takes exception to the accelerated delivery schedule set forth in the Section F clause entitled DELIVERY SCHEDULE (52.242-4022, TACOM) herein, such offeror is not eligible for the requested waiver. In consequence, any award to that offeror will reflect either (i) the Government-proposed delivery schedule shown in that same clause, or (ii) the contractor-proposed schedule in that clause, if the Government has accepted it.

(c) PRICE EVALUATION FACTORS: As specified in this solicitation, the Government reserves the right to waive the requirement in Section E entitled FIRST ARTICLE APPROVAL, and requests the price of the proposed First Article Test (at Section B, Item 0001AB from offerors who elect to seek such a waiver. In the event that the offeror requests and receives a waiver of First Article Test requirements, the price for such testing, as identified by the offeror in Section B, Item 0001AB, shall be deducted from the total price otherwise cited for the materiel herein solicited. The offer will then be evaluated for award at the resulting alternate price.

(1) If the offeror requests a waiver of First Article Test requirements, but fails to separately identify the cost of First Article Testing in Section B, Item 0001AB of this solicitation, the Government reserves the right to evaluate the offer based upon the price for 0001AA, and to require that offeror perform on the contract at such price whether or not the First Article Requirement is waived, at no additional cost to the Government.

(2) If the offeror requests but is not granted a waiver of First Article Testing, evaluation for award will be based upon the full amount entered for 0001AA: the amount entered for item 0001AB will not be deducted by the Government.

[End of Provision]